

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**PSN ILLINOIS, LLC,  
an Illinois corporation,**

**Plaintiff,**

**vs.**

**Abcam, Inc.; Abgent, Inc.;  
Affinity Bioreagents, Inc.;  
Discoverx Corporation;  
Exalpa Biologicals, Inc.;  
Genetex, Inc.; LifeSpan Biosciences, Inc.;  
Multispan, Inc.; and  
Novus Biologicals, Inc.**

**Defendants.**

**Case No. 07 C 7190**

**Judge Hibbler**

**Magistrate Judge Valdex**

**CONSENT JUDGMENT ORDER AS TO DEFENDANT LIFESPAN**

This action has come before the Court upon the pleadings and proceedings of record, and it has been represented to the Court that the parties, plaintiff PSN Illinois, LLC ("PSN") and defendant LifeSpan Biosciences, Inc. ("LifeSpan"), collectively "the Parties," have agreed to a compromise and settlement of this action and have entered into a Confidential Settlement And License Agreement dated June 18, 2008 ("the Settlement Agreement") wherein LifeSpan has agreed to the entry of this judgment;

WHEREFORE, with the consent of the Parties, through their undersigned attorneys, and with the approval of this Court, it is hereby finally ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. PSN owns and has standing to sue for infringement of United States Patent No. 5,856,443, entitled "Molecular Cloning And Expression of G-Protein Coupled

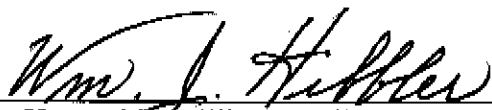
Receptors,” issued on Jan. 5, 1999, and United States Patent No. 6,518,414B1, entitled “Molecular Cloning And Expression of G-Protein Coupled Receptors,” issued on Feb. 11, 2003 (“PSN’s Patents”).

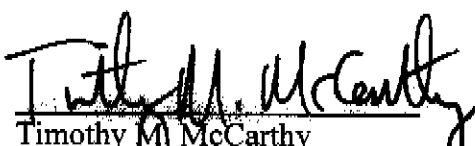
3. PSN alleges that LifeSpan has commercialized for itself products and services utilizing S1P2 Technology, including at least the following: (a) Mouse Anti-Human S1P2 Monoclonal Antibody (Catalog # LS-C6741); (b) Rabbit Anti-Human S1P2 Polyclonal Antibody (Catalog # LS-C6742); (c) Endothelial Differentiation Gene 5 (EDG5) (S1P2) Rabbit anti-Human Polyclonal Antibody (Catalog # LS-C3039); (d) Rabbit Anti-Human S1P2 Polyclonal Antibody (Catalog # LS-C10319); (e) S1P2 Rabbit Anti-Human Polyclonal Antibody (Catalog # LS-A1018); (f) S1P2 Rabbit Anti-Human Polyclonal Antibody (Catalog # LS-A1019); (g) S1P2 Rabbit Anti-Human Polyclonal Antibody (Catalog # LS-A1021); (h) S1P2 Peptide (Catalog # LS-P1018); (i) S1P2 Peptide (Catalog # LS-P1019); (j) S1P2 Peptide (Catalog # LS-P1021) and (k) protein localization data library that includes the Gene Report and the Drug Target Database, the Immunohistochemistry Report Features, and the Expression Focused Informatics about S1P2 (collectively “the infringing products”). LifeSpan alleges that it has not committed acts of infringement alleged by PSN, but agrees to make royalty payments per the Settlement Agreement on such or similar products. This settlement is a compromise of each party’s allegations.
4. No payment for or release of the infringing products which may have been used by any third parties is provided here or in the parties’ Confidential Settlement Agreement, except as may be expressly referenced in the Confidential Settlement Agreement, and PSN is free to pursue its damages claim in this action against such

third parties.


5. LifeSpan agrees to and hereby waives and relinquishes the right to ever contest the validity or enforceability of either of PSN Patents and any of their claims in their present form, whether such assertion of invalidity or unenforceability would be made in a court proceeding or Patent Office proceeding, and whether or not such assertion is made with respect to the infringing products in this action or with respect to any other products that may be made, used, sold and/or offered for sale by LifeSpan in the future.
6. All claims and defenses of each of the Parties are hereby dismissed with prejudice.
7. The parties shall each bear their own costs and attorney fees incurred in this action, and the Court shall retain jurisdiction to enforce the terms of this Consent Judgment Order and the corresponding Confidential Settlement Agreement between the parties concerning this action.

Dated: 6/20/ 2008

  
Honorable William J. Hibbler  
United States District Court Judge

  
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